

EXHIBIT I

**SATEX MANAGEMENT SERVICES, INC.
MEDICAL CONSULTANT AGREEMENT**

THIS MEDICAL CONSULTANT AGREEMENT (as amended from time to time, this "Agreement") is made and entered into this 1st day of June 2005, by and between Satex Management Services, Inc. ("Satex"), a Texas corporation, and Shaffin Ali Mohamed, M.D. ("Physician").

WITNESSETH:

WHEREAS, Satex operates a medical services management company (the "Company") in San Antonio, Texas, with operations in other locations in Texas; and

WHEREAS, Physician is a medical doctor licensed to practice medicine in Texas; and

WHEREAS, Satex desires to retain Physician to provide to serve as a medical consultant to assist Satex in managing various medical practices; and

WHEREAS, Physician desires to serve as a consultant as requested;

IT IS, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **AGREED AS FOLLOWS:**

ARTICLE I: Medical Consultancy

Appointment as Medical Consultant. Physician shall serve as a Medical Consultant to Satex throughout the term of the Agreement. Physician may resign or be removed by Satex at any time, with or without cause, upon 60 days' prior written notice.

Physician's Responsibilities. Pursuant to this Agreement, Physician shall have the following specific responsibilities, and such other responsibilities as may be set forth herein or to which Satex and Physician may agree from time to time.

- (a) **General.** As a Satex Medical Consultant, Physician shall devote such time as reasonably necessary to manage and oversee the operation of the practices designated by Satex, as well as Satex's practices. Subject to Satex's approval, Physician will formulate, monitor, oversee and approve all policies and activities of the medical staff, as well as review and revise the current operations and procedures, including bylaws, rules and regulations. Physician will review and revise the current operations and procedures of Satex and effect such changes in the designated practices and their operations as necessary to ensure they and Satex are operated in a professional and efficient manner as possible. Physician will

reasonably assist other licensed medical practitioners in performing and evaluating medical services, to the extent permitted by law.

- (b) **Administration.** Physician will cooperate with Satex in developing reasonable procedures regarding business administration.

Medical Consultant Fee. In consideration for Physician's serving as a Satex Medical Consultant, Satex shall pay Physician a gross monthly Consultant Fee in the amount of Twelve Thousand Dollars (\$12,000.00). The Consultant Fee shall be payable twice monthly, on approximately the 15th and 30th day of each month. In addition, and as the same relate to this Agreement, Satex shall pay (a) all of Physician's costs in traveling to and from San Antonio; (b) all of Physician's travel related expenses; (c) all of Physician's continuing medical education expenses; and (d) health insurance for Physician and his family.

Changes in Law. Physician and Satex will work cooperatively to implement new procedures, controls, or systems that may reasonably be considered necessary to respond to changes in law or contracts with governmental agencies or their agents, which have an impact on the operation of Satex.

ARTICLE II: Insurance

Insurance. Physician shall, at all times throughout the term of this Agreement, maintain professional liability insurance for Physician as reasonably necessary to permit Physician to perform his obligations hereunder. Satex agrees to maintain liability insurance at current limits at time of this contract or as may be increased or decreased from time to time.

ARTICLE III: Term and Termination

Term. The term of this Agreement will be for one (1) year, commencing on the date first above written, and shall thereafter automatically renew for consecutive one (1) year terms, provided that either party may terminate this Agreement upon giving sixty (60) days' written notice to the other of their intention to terminate.

Termination by Satex. Satex may terminate this Agreement immediately upon the occurrence of any of the following events:

- (a) Any act or omission by Physician that jeopardizes the health or safety of any customers or other person; or
- (b) The expiration, revocation, or suspension of Physician's license to practice medicine in the State of Texas.

Termination Upon Notice. In addition, Satex may terminate this Agreement upon not less than sixty (60) days' notice.

Termination by Physician. If Satex commits a material breach of any of the terms of the Agreement, then Physician may terminate this Agreement upon not less than sixty (60) days' written notice, unless Satex cures such breach to Physician's satisfaction prior to the expiration for such 60-day notice period.

ARTICLE IV: Indemnification

By Physician. Physician shall indemnify, defend, and hold Satex and its affiliates, agents, members of the Board, officers, employees, invitees, guests, or other contractors harmless from and against all claims, losses, costs, damages, and expenses (including without limitation, attorneys' fees) relating to injury to or death of any person or damages to real or personal property arising, directly or indirectly, proximately or remotely from: (a) any breach by Physician or (b) any provision of this Agreement; and (c) any act, omission, or neglect by Physician.

By Satex. Satex agrees to indemnify and hold Physician harmless from and against all claims or monetary loss due solely to the gross negligence in the performance of, or material breach of, this Agreement by Satex or any of Satex's agents.

ARTICLE V: Relationship of the Parties

Independent Contractor. Physician, at all times, will act as an independent contractor and not as a partner, employee or agent of Satex. Physician will not act or hold himself out to third parties as a partner or agent of Satex in the provision of Medical Consultant Services under this Agreement. Furthermore, Satex may, in its discretion, withhold federal or state payroll taxes, unemployment taxes, health insurance, or other benefits customarily provided to a person deemed an employee that are not otherwise provided to Physician as compensation for services rendered.

Control. Notwithstanding anything herein to the contrary, Satex will not have or exercise any control over the manner in which Physician provides his professional services hereunder.

ARTICLE IX: General

Regulatory Requirements. Satex will operate its facilities at all times in compliance with federal, state and local law, rules, and regulations, its written policies, rules, and regulations, the medical staff bylaws, and all currently accepted and approved methods and practices. The parties expressly agree that nothing contained in this Agreement shall require Physician to refer patients/customers to Satex or any other entity. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither party will intentionally conduct itself in such a manner as to violate the prohibition against illegal remuneration in connection with the Medicare and Medicaid programs (42 USC §1320a-7B(b)).

Notices. Any notices permitted or required by this Agreement will be deemed made on the day personally delivered in writing or mailed by certified mail, postage pre-paid, to the other party at

the address set forth below or to such other person and address as either party may designate in writing:

If to Physician:

Shaffin Ali Mohamed, M.D.
311 Pinehaven
Houston, TX 77024

If to Satex:

Satex Management Services, Inc.
Attn: Jonathan Y. Boyd
6228 Bandera Road
San Antonio, TX 78238

The Chief Executive Officer/President of Satex has the full authority to communicate on behalf of and to bind Satex in connection with the performance of this Agreement.

Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but to the extent of such invalidity or unenforceability does not destroy the basis of the bargain between the parties as expressed herein, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Interpretation. The headings used herein are for convenience only and do not limit the contents of this Agreement.

Variations of Pronouns. All pronouns and variations thereof will be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person, persons, or entity may require.

Governing Law. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Texas.

Assignability. The rights and obligations of Satex hereunder will inure to the benefit or and be binding upon its successors and assigns. Physician may not assign his rights or obligations under this Agreement without Satex's written consent.

No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

Amendments. Any amendments to this Agreement will be effective only if in writing and signed by Satex and Physician.

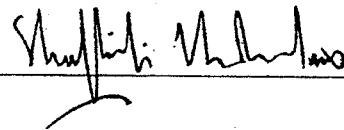
Entire Agreement. This Agreement constitutes the entire Agreement with respect to the subject matter hereof.

Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall be deemed an original and all of which together constitute a single and same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the date first set forth above.

PHYSICIAN:


SHAFFIN ALI MOHAMED, M.D.



SATEX:

SATEX MANAGEMENT SERVICES, INC.

By: _____


Jonathan Y. Boyd, President/CEO